IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUMMONS FOR JUDGMENT NO.78 OF 2003
IN
SUMMARY SUIT NO. 2754 OF 2002

Vasumati Ramji Dedhia ...Plaintiff.

V/s

Bharat Vasantlal ...Defendant.

Mr. Sameer A. Virani, advocate for the plaintiff.

Ms. R.T. Parekh, advocate for the defendant.

CORAM: V.M. KANADE, J.

DATE : 31st August, 2004

P.C.

1. Plaintiff has filed a present suit for recovery of an amount of Rs. 1,43,125/-. Plaintiff's case is that the plaintiff had given to defendant an amount of Rs 50,000/- on 31/7/1999 and Rs 50,000/- on 1st September, 1999 by cash. Defendant had issued Demand Promissory Notes dated 31/7/1999 and 1/9/1999 for Rs 50,000/- each. Defendant failed and neglected to pay the said amount with interest. Plaintiff sent advocate's notice dated 4/3/2002 calling upon the defendant to pay the said amount. Thereafter, the present suit was filed.

2. Defendant has filed a reply and, in the said reply, it is stated that the signature on the Demand

Promissory Note is false and fabricated.

3. Plaintiff has filed an affidavit in rejoinder and she has stated that from the perusal of the affidavit in reply of the defendant dated 4/12/2003 and from the perusal of the signature of the defendant on the other documents, it can be seen that the said signature is not forged. Defendant has taken a similar defence in Summons for Judgment No.42 of 2003 in Summary Suit No.2732 of 2002. In my view, no triable issues are raised by the defendant.

4. Conditional leave to defend the suit is granted to the defendant on defendant depositing an amount of Rs 50,000/- within eight weeks from 3/11/2004.

5. Summons for Judgment is accordingly disposed of.

V.M. KANADE, J.